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Government of India
Ministry of Communications and Information Technology
Department of Information Technology, STQC Directorate
ELECTRONICS REGIONAL TEST LABORATORY (EAST)
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TENDER DOCUMENT

For

Category	LIMITED (TWO-BID) TENDER
Item Name	**Annual Maintenance Contract for 11KV Switch Gear (including Vacuum Circuit Breakers), HT Transformers, LT Panel and Auto Power Factor Correction Banks etc.**
Tender No.	**ERTL(E)/Tech/SSD(O)/03/NIT-16/2012-13**
Issue Date	10-Apr-12
Pre-Bid Date	Not Applicable
Closing Date	14-May-12
Bidding Open From	**11/04/2012 UP TO 14/05/2012**
Estimated Cost	**Rs.200000**
EMD Amount	**Rs.10000**
Tender Fee	No Cost
Opening Due on	15/05/2012 [if a holiday, the immediate next working day - for details, see Tender Document]

G. Biswas
Deputy Director
For and On behalf of the President of India

GOVERNMENT OF INDIA
MIN. OF COMMN. AND INFORMATION TECHNOLOGY
DEPTT. OF INFORMATION TECHNOLOGY, STQC DIRECTORATE
ELECTRONICS REGIONAL TEST LABORATORY (EAST)
BLOCK – DN, SECTOR – V, SLAT LAKE, KOLKATA
WEST BENGAL – 700 091
INDIA

TO

ALL INTERESTED BIDDERS

INVITATION OF TENDER

Sealed Tenders are hereby invited by the Director, Electronics Regional Test Laboratory (East), Kolkata, for and on behalf of the President of India, from interested and eligible Bidders for the Items under the terms and conditions and as per specifications mentioned in the following Tender Document in the manner prescribed. Bidders are requested to kindly use, if required for specific documentation, the formats prescribed for (a) Bid Covering Letter in Firm's letterhead, (b) Price Bid Form in Firm's letterhead, (c) Manufacturer's Authorization Letter, (d) Bank Guarantee for EMD furnishing, (e) Form for submitting Bank Account Information, and, (f) Letter of Authority for Attending Bid Opening, which are enclosed herewith.

Chapter – I : Instructions to Bidders

1. Definitions:

In this Document, unless otherwise specified,

(a) "***Purchaser***" or ***"End User***" or "***Consignee***" shall mean this Laboratory or any of it's Subordinate Establishment or Project Office;

(e) ***"Bidder"*** shall mean a person or a body of persons, duly registered (with up-to-date validation, whenever renewal is required) with the appropriate authorities, wherever such registration is required for pursuing the profession/ vocation/ trade/ commerce/ manufacturing etc., and having good track records of paying various Sales/Service/Value Added Taxes/ Excise/ Customs Duties etc. to the appropriate authorities for a period to the satisfaction of the purchaser. A Bidder must have proven ability for supply of the stores/ undertaking the services, as the case may be.

(f) ***"Stores"*** or ***"Services"*** shall mean the goods/ services listed in the schedule below and any inclusion/ exclusion/ value-addition shall be considered only with respect to the original specifications/ requirements.

(g) ***"Bid"*** or ***"Tender"*** or ***"Offer"*** or "***Quotation"*** shall mean a physical signed documented submission or response by the interested Bidder in the prescribed manner against the specified Tender Enquiry Notice or Request for Quotation floated by the Purchaser, whether by direct invitation letter or by authentic e-mail website or newspaper publicity, subject to the restrictions as may be delineated hereunder.

2. Eligibility Criteria:

The firm should be a private proprietary/ joint partnership/ limited company/ PSU or wholly owned govt. agency either. When a non-govt. enterprise, it should also have a valid current Trade License/ Company Registration /other Registration from the respective local / statutory authority.

A bidder must have proven track record in supplying the specified item(s) either as a Manufacturer or Authorized Representative/ Agent/ Dealer in India, either of an Indigenous or Foreign Manufacturer/ Principal, and should be financially sound and preferably having expertise as far as the technical aspects of the Item(s) are concerned, if they are not the Manufacturer of the Item(s). The bidders may, at the discretion of the Purchaser, be required to submit the Balance Sheet/ Profit & Loss Account at a subsequent time, if required. For Services, the Bidder must have proven capability and expertise and financial strength to provide such services as may be required in the Tender Document.

Provided that the bidders and/or their local Indian representatives/ dealers shall have to submit proofs of their valid registration/ license with all the concerned Government/ Statutory/ Local Bodies in India or the country where the goods are manufactured and/or shipped on board.

Provided further that the Bidders should have due registration in the name of their firm's with the concerned govt. authorities for Sales Tax/ VAT/ Service Tax/ GST/Income Tax /TIN etc., and also furnish proofs of such documents along with proofs of clearing Income Tax/ Sales Tax/ Excise Duty/ Other taxes and duties due to the Government. The Bidders must have valid PAN /TAN Registration No. in their firm's name, with the Income Tax authorities.

Provided also that the Bidder(s) must not have any record of failure to bear the fiscal or technical responsibilities/ commitments undertaken/ contracted by them on any previous occasion with the Purchaser or any other Establishment or a Banking or Financial Institution.

3. Submission of Bids :

This Tender Document is Free of Cost unless otherwise mentioned and can be used / downloaded from the website of the STQC Directorate, Department of Information Technology, MCIT, Government of India, New Delhi. [www.stqc.gov.in] and also from the Central Public Procurement Portal at [www.eprocure.gov.in].

Bidders must submit their Sealed Offers / bid(s) through **TWO BID SYSTEM** as detailed below. Bids / Documents must be ink-signed and sent and deposited either by Post/Courier or by Fax (when by Fax a clear, legible, signed and original copy must reach before closing date) or dropped in the Tender Box available at the Purchaser's office and unless physically delivered in either of the aforesaid manners, no submission will be deemed to be a valid bid for this purpose. Superscriptions like "Quotation for Tender No..... Dated .....", "Closing Date: .....", ""NOT TO BE OPENED BEFORE....." must be mentioned on the envelope prominently and for separate Tender item(s), separate bids should be submitted in separate covers. In the offered Bids, any changes / alterations made before submission, must be countersigned /attested by the Vendor. Any modification / resubmission / withdrawal of offers/bids by a participating vendor must be made by a dated ink-signed letter in the firm's letterhead and submitted within the Last Date of Tender. Any modification of Tender Offer terms after due date will be ignored and make the bidder ineligible; EMD if any will also be forfeited in such case.

Please note that the Purchaser shall not take any responsibility if a tendered Bid is not submitted / dropped with the above identifying information duly super-scribed on the envelopes thus rendering it difficult to open the tender in time. The Purchaser also shall not be liable for any pre-disclosure of such un-identified bids. The E-Mail address of the Purchaser mentioned in this Tender Document is only for general communication purpose and Tenders should not be sent to this address. Bids sent by E-Mail to this address, if any may, therefore, not be considered. The Purchaser will have no liability for accepting any such e-mail tenders or for being pre-disclosed.

Bids shall comprise of the followings:

(i)	**Covering Letter in the Firm's Letterhead, for participation in Tender, clearly mentioning the Tender Reference,**		
(ii)	**Sealed Cover containing EMD/Bid Security,**	**-**	**Sealed Envelope-I**
(iii)	**Sealed Cover containing the Technical Bid, and,**	**-**	**Sealed Envelope-II**
(iv)	**Sealed Cover containing the Price / Financial Bid**	**-**	**Sealed Envelope-III**

as spelt out hereunder, all kept together in a bigger sealed cover, super-scribed as above.

A) **COVERING LETTER in Firm's Letter head** should be prepared using the format given below (Annexure-I).

B) **EARNEST MONEY DEPOSIT or BID SECURITY**, as may be required herein below, or any valid certificate of exemption, when the bidder intends to avail of exemption from EMD submission, should be separately packed in a **Sealed Envelope-I** duly super-scribed as "**EARNEST MONEY DEPOSIT"** with Tender Reference Details. Wherever prescribed, the Bank Draft towards cost of the Tender Documents, if any, should be also kept in this cover.

The Bidders (except those registered with the CPO/ DGS&D/ NSIC/ Department) must pay the Bid Security (Earnest Money Deposit) @ 5% of the Estimated Tender Value of the respective Tender as determined by the Purchaser and mentioned by the Purchaser in this document, through Account Payee Bank Draft/ Banker's Cheque duly drawn by any scheduled Commercial Bank of India, in favour of "**Director, Electronics Regional Test**

Laboratory (East), Kolkata", or, through a duly executed Bank Guarantee (Annexure-II) in favour of the Laboratory, both of which should remain valid for at least six months or till the expiry of the forty-fifth day from the final bid validity period, whichever is later, failing which their Bid(s) may not be accepted by the Purchaser. The Bid Security / Earnest Money Deposit so referred to above should be readily available with the bids in a separate Packet at the time of the opening the Tenders on the stipulated date.

Provided that the Bid Security / Earnest Money Deposit will be liable to be forfeited, if the Bidder subsequently fails or appears to be unable to comply with the offer submitted, or withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of the tender; or within the period of validity of the Purchase/ Work Order, if placed in due conformity of the said tender.

Provided further that the Bid Security / EMD will also be forfeited, if the bidder, after being issued with the Order, fails to furnish the requisite Performance Bank Guarantee/ Security in the manner prescribed within the due date mentioned in the Order.

The Bid Security / Earnest Money of all the unsuccessful tenders will be returned, after expiry of the final bid validity and award of the contract, or at an early date as may be deemed fit by the Purchaser. The Earnest Money of the successful bidder shall be returned only after the requisite Performance Bank Guarantee/ Security is furnished in appropriate manner, or, if no PBG is required, after full compliance of the order, including the warranty period. No Interest will, however, be paid on the Earnest Money Deposit.

C) **TECHNICAL BIDS** must be submitted in Duplicate (Technical-Commercial) of the firm, together with the Specifications & Descriptive Literature etc., in a separate **SEALED ENVELOPE - II** addressed to the **DIRECTOR, ELECTRONICS REGIONAL TEST LABORATORY (EAST), BLOCK–DN, SCETOR-V, SALT LAKE CITY, KOLKATA – 700 091, WEST BENGAL, INDIA,** duly super-scribed as "**TECHNICAL BID"** with Tender Reference Particulars. This part is to contain the relevant technical specifications and allied commercial term details as required in terms of the tender enquiry documents.

TECHNICAL BID should contain details of at least following information / documents / contents (**excluding price and it's break-up)** to be submitted in Firms Letterhead (in a Sealed cover only) beside all other things :

- ► Name & Address and Particulars of the Applicant/Firm/Company/Society/Agency (attach copy of currently valid Company Registration / Trade License document),
- ► Original manufacturer's authorization certificate from the foreign principal when an Indian agent with other documents - see Clause (2) above,
- ► DGS&D / Other Registration document(s), where required
- ► Proof of past supplies to govt. departments in the form of attested copies of Contract letters entered with the Govt. Departments etc., and a complete list of clients serviced during the last 3 years (year-wise) may be provided along wit h the value of contracts executed,
- ► Proof of Financial capability for the last 3 years (attested copies of the audited accounts for the period and IT Returns filed and the IT Clearance Certificate),
- ► Attested copies of Sales Tax/VAT/Service Tax/GST Registration, Professional Licenses etc., ESI, EPF Registration, PAN Card, Income Tax Deposit proofs / Returns,
- ► Detailed **Technical Specification with literature of the product(s) offered** along with a Compliance statement
- ► Undertaking / Declaration to accept payments, if selected, through Electronic Fund Transfer method along with specific scheduled commercial **Bank Account Information, viz., Bank Name, Branch Address, Account Number, IFS Code (for NEFT/RTGS), SWIFT Code (for FE Payments), MICR Code as well as PAN No. using the prescribed format,**
- ► Payment Terms [Preferred terms will be FOB for Imported Items (exchange rate for foreign currency offer, if any, shall be based on the selling exch. rate(s) of RBI as on the Closing Date)] and Delivery at Site for domestic supplies - see Clause (7) below)
- ► Payment method - see Clause (8) below
- ► Delivery Time required – see Clause (10) below
- ► Country of Origin (cost of certificate, if any, should be mentioned in Price Bid) – see Clause (11) below
- ► Delivery Terms and Port of Shipment (generally Part shipment is not accepted, for imports, Port of Shipment should be indicated) - see Clause (12) below
- ► Mode of Transport & Carrier - see Clause (13 & 14) below
- ► Insurance Coverage - see Clause (15) below

- ► Offer Validity - see Clause (17) below
- ► Performance Security Submission upon award of contract - see Clause (20) below
- ► Confirmation for Penalty / Liquidated Damages, Recoveries from Payments due - see Clause (21 & 22) below
- ► Assured Properties, Spares, Furnishing Operation/ Service Manuals - see Clause (23, 24 & 27) below
- ► Guarantee and Warranty - see Clause (25 & 26) below
- ► Inspection & Testing, Installation, Erection and Commissioning - see Clause (28 & 29) below
- ► Quantity Tolerance Clause (± 15% shall apply for increase / decrease of qty., when quantity exceeds 20 units)
- ► Confirmation to our specific terms for dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/utility/performance of the required goods
- ► Any Other Commercial Terms

Please note that for any of the above clauses, if not otherwise expressly opted / mentioned in your quotation, our terms & conditions shall be deemed to be accepted by you. The Purchaser may, at it's discretion, opt to seek clarification on any of the above points from the bidders.

D) **PRICE BID** should be submitted duly in the firm's letterhead etc. covered in a **SEALED ENVELOPE–III** addressed to the **DIRECTOR, ELECTRONICS REGIONAL TEST LABORATORY (EAST), BLOCK–DN, SCETOR-V, SALT LAKE CITY, KOLKATA – 700 091, WEST BENGAL, INDIA,** duly superscribed as "**PRICE BID"** with Tender Reference Particulars along with mentioning as clearly as possible the details of the Price with necessary break-ups and taxes and duties/levies etc. as applicable for all the options offered in the letterhead of the firm(s), when required. All the charges, tax components and payment of other statutory dues should be separately indicated item-wise as hereunder using the PRICE BID Format appended below this document (Annexure-III).

Separate forms should be used for alternative item proposals reflecting the followings:

- ► Serialised Item No.
- ► Item Name with Description
- ► Basic Cost
- ► Discount(s) offered (indicate fixed or %tile rates)
- ► Amount & %age Rate of applicable Central Excise Duty with cess (es)
- ► Amount with %age Rate of applicable VAT / Sales Tax/ GST/ Service Tax etc. with cess (es)
- ► Packing and Forwarding Charges, if any
- ► Freight Charges, if any
- ► Installation / Erection & Commissioning Charges, if any
- ► Operator's Training Cost, if any
- ► Insurance Cost
- ► Any other Cost
- ► Total Price

E) **Provided that a Tender will be liable to rejection by the Purchaser if,**

a) It is not accompanied by the requisite amount of Bid Security/ Earnest Money Deposit in the prescribed manner, if any, for the respective Tenders, as may be specified in the Tender Document, or,
b) It does not match with the minimum required features or it becomes impossible to ascertain the quality/ standard of the stores/ services offered due to absence and/or inadequacy of descriptive technical literatures, or,
c) It is not submitted in a Two-Bid system, when Two-Bid System has been specifically mentioned in the Tender Document; or,
d) It is not submitted within the due date and time, or,
e) It is not submitted in a properly issued Tender Form, except that where different models/ variants of the stores of a single nomenclature are to be quoted, suitable technical/ commercial offers should be attached with proper reference in the Tender Form, or,
f) It is noticed that stores of different nomenclatures are quoted using the same form, or,
g) It appears that the documentation of the bidder(s) is/are insufficient to establish their integrity or reliability, or,
h) It contravenes in any manner, to any of the stipulations, conditions or provisions of the documents or notices of the Purchaser.

Provided further *that the Purchaser, may, at it's discretion, at any stage, before or after the evaluation of the offers as may be received, choose to cancel the present tender process or extend or alter the closing and opening schedule or proceed to re–tender without assigning any reason whatsoever.*

4. Closing Date

Duly completed Tenders should reach the address mentioned below **on or before 1800 Hours** on the **Closing Date** as mentioned in this document and in the event of the date being declared as a Closed Holiday for the Purchaser's Office, the due date for closing of the Tender will be the following working day at the prescribed time.

5. Opening of Bids

Tenders shall be opened at 11.00 hours on the Date following the Last Date of Submission of Bids (Closing Date) in presence of the bidders or their authorized representative(s) who may choose to attend on the specified date and time at the premises of the Purchaser with proper authorization letter and Identity proofs. The venue, date and time may be changed at the discretion of the Purchaser. EMDs shall be scrutinized on opening of the Tenders, where prescribed. Technical Bids will be opened first, subject to fulfilling EMD requirements, if any.

6. Evaluation of Bids

Price Bids of those bidders will be evaluated later only whose compliance of Technical parameters as well as General and Commercial Terms through Technical Bid evaluation is established. The Purchaser shall have full right to seek clarifications from the participating vendors at any stage after or before the opening of the Price bids. For the purpose of evaluation, the final price(s) will be derived after adding all price/ tax/ duty / Cess / Surcharge or like components quoted/applicable and applying the discounts offered, if any (including Price Preferences if applicable).

Chapter – II : Conditions of Contract

7. Price Determination :

The price should be the nett value comprising Ex–Works price, Packing & Handling charges, on door delivery basis.

Delivery of goods from station(s) within the Greater Kolkata Metropolitan Area should generally be free up to the Purchaser's premises. Freight/ Transportation cost up to the destination, if dispatched from a station outside the Greater Kolkata Metropolitan Area, may be (if necessary) included in the bid price, preferably quoted in FCP/CIP value, or otherwise in C&F or FOR value.

Insurance charges if required, may be quoted separately.

The Bidder must indicate the applicable rate of Central/ State Excise Duty / Service Tax for the item(s) offered and these will be paid, only if quoted separately in the offer and the vendor has proper tax registration in this regard. However, the Purchaser is exempt from paying Central Excise Duty for which the Exemption certificate will be made available with the Purchase Order. Central Sales Tax / VAT / GST will be paid at the applicable rate at the time of payment but not before the actual delivery and satisfactory acceptance/ installation of the stores. VAT may be paid when applicable against proper VAT registration of the supplier.

On–Site inspection may be allowed in deserving cases, particularly for job(s) proposed to be undertaken.

8. Payment Terms :

For goods supplied / services rendered, the Purchaser / End User will prefer, in the following sequences, to pay the seller:

i) After actual delivery against pre–receipted Invoice/ Bills submitted in triplicate along with proof of delivery and Certificate of Acceptance and/or satisfactory Installation ;

ii) Advance Payment against Pro–forma Invoice not exceeding thirty per cent of the order value, for payment beyond thirty per cent of order value, equal Bank Guarantee will have to be deposited by the vendor, only in exceptional cases.

The Purchaser however, prefers the option at (i) above, and except in special cases, payment will not be made in the manner indicated at (ii). Also, for payment under (ii) above, preference may be given for part payment claims.

9. Measurement Units :

The Accounting/ Technical measurement units used in the offer should be only in recognized Indian or International Format. In the event of the Seller's practice of different measurement standards, the equivalence information should also be given.

10. Period of Delivery :

To be specifically mentioned by the Bidder. If the bidder fails to supply the stores/ perform job(s) within the guaranteed date, the Purchaser reserves the right to cancel the entire Order or part thereof, without any reference, or to place order to another bidder for the same and identical stores/ job(s) of equal quantity/ volume or a part thereof, before or after cancellation of the Order or to forfeit the amount guaranteed through the execution of the Performance Bank Guarantee, if any.

11. Mode of Despatch :

For indigenous goods, by Rail/ Road or in special cases, by Post, as may be suitable. Normally, Trans-shipment and Part Shipment will not be acceptable, exceptions being subject to purchaser's discretion. Delivery shall always be preferred at Door, i.e., ERTL(East), Kolkata premises.

12. Validity of Offer :

For Indigenous goods, for Three months from the date of Closing of tenders, which may be extended at the request of the Purchaser. Validity offered for a lesser period than above may render the tender rejected.

13. Deviations and Negotiations :

There may be a Quantity Tolerance not exceeding a percentile rate of ±15% which may be applied for increase / decrease of the requirement, when quantity exceeds 20 units.

The Purchaser may choose to accept a value addition as offered by the bidders in their offers, if it follows a full conformity with the prescribed basic technical specifications and does not affect the rankings of the responsive bidders anyway. The Purchaser shall also have full right to distribute quantities to be ordered among equally ranked bidders.

The Purchaser may, at it's discretion, proceed to negotiate with a bidder in deserving cases, as may be permitted under the rules of the Government of India.

14. Confirmation Of Order :

Purchase / Work Order, if any, issued by the Purchaser, to the successful bidder must be confirmed by the seller/service provider within 7 (seven) days from the date of receipt, or 10 (ten) days from the date of issue of the Order, whichever is earlier. The Confirmation must be accompanied by the requisite Performance Bank Guarantee, if prescribed any, in the due manner. The Order shall come into force immediately after the Purchaser receives the confirmation in the aforesaid manner. Failure to confirm an Order (when issued in conformity with the Bidder's offer) may be deemed to be a violation of the bid and may lead to the forfeiture of the Bid security.

15. Performance Security :

The successful bidder awarded with the Order shall have to submit, either by itself or by the local Indian agent, a Performance Security/ Bank Guarantee @ 10% (ten per cent) of the Gross Order Value in equivalent Indian Rupee, along with the Letter of Confirmation of the Order to the Purchaser. Performance Bank Guarantee must be made valid till the end of the 2nd (second) month beyond the expiry of the all contractual obligations including the Warranty obligations calculated from the date of installation (for supplies and/or services) or till the end of the 4th month beyond the expiry of the all contractual obligations including the Warranty obligations calculated from the date of shipment (for supplies only), whichever is later. In deserving cases, including cases where an advance payment has been required by a selected vendor, the ceiling of Bank Guarantee may be higher than ten percent of order value.

A general model Format may be made available when the Order is issued.

16. Penalty / Damages:

The Purchaser may, in deserving cases, fix/charge rate of penalty / damages to be recovered (in addition to forfeiture of/ invoking of Performance Security) from the successful Bidder, when the failure of the Bidder to comply with the order for supplying goods/ providing services is likely to/ has actually caused material/substantial losses to the Purchaser due to delayed / mismatched supply of stores/ inconsistent /negligent services. Depending on the nature and value of the goods to be ordered and the urgency of the requirement, a specific percentage (like 0.5% per week) of the delivered price of the delayed goods (or delayed services) for each week or part thereof delay, may be incorporated in the contract / Order; such recovery of liquidated damages will however be restricted as per Govt. rules, if levied.

17. Recoveries from Payments due :

The Purchaser shall have full right to recover any such amount as may be due from it by the govt. Income Tax etc. as may be due under extant rules may also be deducted at source from your bills, if due and payable upon selection and order.

18. Assured Properties :

The properties of the stores/ quality of the services offered should fairly match with the required ones. The bids should clearly contain the Physical/ Electrical/ Climatic Requirements or configurations for goods/ services offered and indicate the specific information, if any, on features of the stores relating to Energy saving/ Durability/ Echo-friendliness. The offers should also assure the suitability and/or durability of the stores/ services in the climatic conditions of India. If selected and ordered, Goods must be manufactured/ Services must be provided in strict compliance of the prevalent enactments/ regulations/ guidelines of the govt./ Other statutory authorities

19. Availability of Spares :

Bidders should preferably specify the details about the availability of the spares or repair/ maintenance services of the Stores in India and/or abroad.

20. Guarantee / Warranty Clauses :

The Offer should contain specific Guarantee and/or Warranty clause(s).

21. Warranty Terms :

Minimum 12 (twelve) months from the date of installation or 15 months from the date of shipment, whichever is later, should be allowed as Warranty Period. Preference may be given at the discretion of the Purchaser, to bids offering a longer warranty coverage. The Purchaser will not bear the cost of the item(s), which may come as Replacement of the original stores or spares as a result of faults noticed at the time of Inspection or during the currency of the warranty period. The Seller/Local Agent is required to eliminate the fault(s) occurring during the Warranty period without delay by improvement or replacement as may be necessary, at their own cost.

Cost for Extended Warranty beyond normal warranty period or for any Post Warranty Annual Maintenance Contract Services, if any available, may be indicated, subject to our consideration and acceptance. However, this will not form a part of our mandatory requirement unless so mentioned.

22. Operation / Service Manuals :

The Bidder shall have to make available, along with the consignment, the Operating & Service Manual and valid Calibration Certificate, if any (in English Language).

23. Inspection, Testing and Acceptance:

Goods delivered will be inspected at the Purchaser's office and will be rejected if they do not conform to the standards, specifications and drawings prescribed. On–Site inspection may be allowed in deserving cases, particularly for job(s) proposed to be undertaken. Inspection of the goods or demonstration/ test/ trial-run of the Equipment shall be done by the Purchaser at his end. *Stores rejected on inspection/ test will have to be replaced by the seller free of cost and on any such occasion, if arises, all the charges for packing, forwarding/ handling, shipping/ transportation, Banking and also the charges for collection of documents, delivery at the Purchaser's premises, if any, plus all other charges as may be payable, must be borne by the Seller and/or their Local Representative.*

24. Selection of the Bidder :

Selection of the Bidder will be done in accordance with the prescribed norms and rules of the Government of India. Canvassing in any manner will render a bidder disqualified for consideration, at any stage in the process of tender evaluation. The Purchaser, however, reserves the right to seek clarifications on any aspect from the Bidder(s), if required. The Purchaser, however, also reserves the right to reject/ cancel any bid without assigning any reason therefor.

25. Interpretation & Powers to Relax :

For any interpretation or clarification, if required, the Purchaser may be contacted. For any relaxation of the provisions envisaged herein, whether requested or not by a prospective bidder, the Purchaser will be the authority to relax.

26. Arbitration :

For arbitration of differences, if required, in case of consignments in India, the Director General, STQC Directorate, Department of Information Technology, Ministry of Communications & Information Technology, Government of India, New Delhi, shall be the Authority for Arbitration.

27. Settlement of Disputes :

Disputes, if any, as may be emanated from this bidding process/ resultant contract, shall be interpreted only under the relevant Laws of the Union of India and Jurisdiction for settlement of dispute, if arises any, shall be **KOLKATA, West Bengal, India.**

Chapter – III : Schedule of Requirements

28. Requirements :

Bids are required for the following items under this Tender(s).

S/N	Nomenclature of Stores / Services	Qty.	Tender No.	Closing Date
1	**Annual Maintenance of 11kV Switch Gear, HT Transformers, Lt Panel & Auto p.f. correction Banks**	One Whole Job	NIT-16/2012-13	14-05-2012

Chapter – IV : Specifications /Scope of Work & Allied Technical Details

29. Specifications :

The offer should comply with the neutral technical specification(s) and/or drawings as indicated in this Document.

S/N	Specification of Stores / Services	Qty.
1	**Annual Maintenance of 11kV Switch Gear, HT Transformers, Lt Panel & Auto p.f. correction Banks**	**One Whole Job**
	Scope of Works for Annual Maintenance of 11kV Switch Gear, HT Transformers, Lt Panel & Auto p.f. correction Banks ITEMS DESCRIPTION: a. 11kV Switch Gear including panels and Vacuum Circuit Breakers, One incoming and two outgoings, Make : Kirloskar. b. 750 kVA,11Kv/440Volts Power Transformers, Make : GEC. : 02 Nos. c. LT Panels -02 Nos. i) MV Panel : Feeding from two above mentioned Transformers' secondary side, with Bus coupling arrangement and outgoing Mains for different feeding points. ii) Essential Panel : Connected with output of Auto-Mains Failure Panel of Diesel Generator Set along with outgoing Mains for different feeding points. d. Auto power factor correction (pf) Banks – 02 Nos. e. Earth Pits : 08 Nos. i) for LT Panels : 02 Nos. ii) for HT Panels : 02 Nos. iii) for Power Transformers : 02 Nos each X 2 = 04 Nos. f. Feeder Cables/Busbars with Busducts : i) between HT Switch Gear to Power Transformers – 02 Nos. ii) between LT Panel to Auto pf correction Panels : 02 Nos. iii) between Power Transformers to LT Panels : 02 Nos. (All switches /MCCBs etc. installed on LT Panels as well as on the Auto pf correction Panels are of L & T make. **Scope of Works** Quarterly : i) Maintenance and verification of contacts, Bus, Insulators,functions of safety devices and controls in HT Panel comprising of 11kV VCB etc. ii) Maintenance and verification of LT Panels, proper functioning of auto pf correction Panels etc. iii) Maintenance and verification of Feeder cables connected between HT Switchgear and Power Transformers and LT Panel to auto pf correction Panels. iv) Maintenance and verification of the Power Transformers including filling of Transformer Oil, drying/replacement of the silica gel, checking of the maximum temperature with maximum load etc. v) Maintenance and verification of the Earth Pits and taking corrective action as and when required.	

Half Yearly :

i) Measurement of Insulation resistance for both HT and LT Panels, cables and Busbars.
ii) Earth continuity test of all the panels which are placed for AMC.
iii) Measurement of Neutral to Earth Voltage of the secondary side of the Transformers and taking corrective action.
iv) Overhauling, servicing, cleaning, demoisturing of Cubicle of HT Panel, cleaning of bus bar chamber, of insulator, bushing spout, separator, current transformers, checking tightness of connection, interconnection, replacement of damage insulation, brass nut, bolt, connector, gasket etc. as required.
v) Draw out of HT VCB 11 Kv grade, 400A from the housing, overhauling, servicing, lubrication of moving parts, switching tripping mechanism with automatic shuttering system, necessary brazing, turnig, polishing of main and auxiliary contact, demoisturing of insulator to improve IR value, refitting the same and put it into service condition etc. as required.

Yearly :

i) Overhauling and cleaning of bus bars and Oil Circuit Breakers.
ii) De-hydration of Transformers.
iii) Testing of tripping performance of HT OCB/VCB by primary & secondary high current injection, testing of CT ratio and polarity, Spot calibration of Amp. Meter, insulation resistance by high voltage megger, earth continuity, electrical interlock with transformers safety equipment, etc. with necessary adjustment etc. as required.
iv) Calibration, performance testing and necessary adjustment of over current/earth fault/earth leakage/ IDMT relay by secondary current injection test including testing of pickup current, time setting multiplier, current setting multiplier, delay time, auto resetting time, etc., for successful operation at the time of fault occurrence etc. as required.

Breakdown Service :
To attain any number of breakdown calls within 6 hours as and when required.

However, the scope covers as follows :

i) Maintenance service for 11kV Switchgears(VCBs and Panels) are only on labour and without supply of materials.
ii) Maintenance service for Power Transformers includes labour as well as supply of materials like insulators, replacement of Silica gel, nuts/bolts, insulating tape etc. and without the supply of Transformer Oil.
iii) Maintenance service for LT Panels and Capacitor Bank Panels includes all necessary minor materials like cable gland, insulating tape etc and without the supply of Main Switches, Circuit Breakers and Capacitor Banks.
iv) Maintenance service for Cables covers maintenance/checking/ replacement of cables if required but without the supply of materials.
v) The Vendor may visit the site before quote.
vi) The Vendor shall have to start execution of contract within 7 days from the date of Work Order received.
vii) The validity of Offer must be of 03 months from closing date of Tender.
viii) The Vendor shall have to handover the whole system in good condition to the Authority on expiry of contract.

Detailed General & Commercial terms and conditions are stated hereinbefore.

Chapter – V : Price Schedule

30. Estimated Price:

Tender No.	Nomenclature of Stores / Services	Estimated Tender Value (in Rs.)	Bid Security @ 5% of Est. Tender Value (in Rs.)
T- 16/2012-13	**Annual Maintenance of 11kV Switch Gear, HT Transformers, Lt Panel & Auto p.f. correction Banks**	**Rs.200000/=**	**Rs.10000/=**

ANNEXURE-I
Tender Covering Letter
(In Duplicate in Firm's Letterhead)

Ref. No..... Date……..

To
The Director,
Electronics Regional Test Laboratory (East),
STQC Dte., DIT, MCIT, Govt. of India
Block-DN, Sector-V, Salt Lake, Kolkata
West Bengal - 700 091
India

Ref: Your Tender Notice No. ……..…

dated ……..…… for .....(Item)

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now submit our offer to supply and deliver ……..…. (description of goods and services) in conformity with your stipulated terms and conditions and neutral specifications as in the attached Technical Bid, for the sum as shown in the schedule(s) of Price Bid, attached herewith and made part of this tender, along with the requisite EMD/Bid Security enclosed.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the mutually agreed delivery schedule as may be specified in your Order / Contract.

We further confirm that, if our tender is accepted, we will provide you with a performance security of the required amount in an acceptable form in terms of your Tender, read with modification(s), if any, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to _____, as required in the Clause 17, read with modification, if any, as may be specified in the Special Terms or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period and also that our EMD/Bid Security shall be liable to be forfieted, if we withdraw from the tender or fail to abide by the contract terms in due manner, if selected, subsequently and within the above bid validity period.

We further confirm that, until a formal contract is executed with or Order is awarded on us, this tender read with your written letter of intent or acceptance thereof within the aforesaid period will constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

Date this _____ day of _____.

For and on behalf of
Signature of Authorised person
with Company Seal and Date

Enclosure: a) Sealed Envelope-I (EMD/Bid Security)
b) Sealed Envelope-II (Technical Bid)
c) Sealed Envelope-III (Price / Financial Bid)

To
The Director Electronics Regional Test Laboratory (East)
STQC Dte., DIT, MCIT, Govt. of India
Block-DN, Sector-V, Salt Lake,
Kolkata - 700 091

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas ……
(hereinafter called the "tenderer")
has submitted their offer dated……
for the supply of ……
(hereinafter called the "tender")
against the purchaser's tender enquiry No. ……
KNOW ALL MEN by these presents that WE ……
of …… having our registered office at …… are bound unto ……
(hereinafter called the "Purchaser)
in the sum of ……
for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this…… day of ……20……

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
   a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
   b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

……
(Signature of the authorized officer of the Bank)
……
……
Name and designation of the officer
……
Seal, name & address of the Bank and address of the Branch

ANNEXURE-III

[Use Firm's Letterhead]

PRICE BID FOR TENDER NO. _____ DATED _____

ITEM: _____

S/N	Item Name with Description	Basic Cost	Price Basis (indicate for Domestic items Ex-Works / FOR / Delivery at Site and for Imported Items as CIP / CIF/ FOB /Ex-Works	Discount(s) offered (indicate fixed or %tile rates)	Amount & %age Rate of applicable Central Excise Duty / Customs Duty (for imported goods) / Import Duty with cess(es)	Amount with %age Rate of applicable VAT / Sales Tax/ GST/ Service Tax etc. with cess(es)	Packing and Forwarding Charges, if any	Freight Charges, if any (Also, Landing and Clearing Charges for imported goods)	Installation / Erection & Commi-ssioning Charges, if any	Operator's Training Cost , also, indicate Agency Commi-ssion, if any	Insur-ance Cost	Any Other cost	Total Price
A	B	C	D	E	F	G	H	I	J	K	L	M	N
1													
2													

NOTE:

a) Specify the percentages of CED or Customs Duty, Cess, and ST/CST/VAT payable by the ERTL(East), Kolkata, in clear terms in percentages and as well as in rupee values.

b) The freight charges quoted by the firm from their Works to the premises of the ERTL (East), Kolkata, should be firm and fixed. No change/revision in the freight charges will be accepted under any circumstances during the currency of the contract.

c) It is the responsibility of the supplier to unload the material in the premises of ERTL (East), Kolkata, at the place indicated by the authorised representative of the Purchaser and no extra charges will be paid for the same in any manner.

d) It is certified that the Basic Price, Excise Duty, Cess, Sales Tax/CST/VAT, Freight have been individually quoted in the Price Bid.

I/We have understood the instructions, terms and conditions stipulated in the tender schedule and my/our offer is to supply the material strictly in accordance with the specifications and requirements at the rates mentioned above.

Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder

ANNEXURE-V

Letter of Authority for attending a Bid Opening
(to be produced in original in Bidder's Letterhead)

To
The Director,
Electronics Regional Test Laboratory (East),
STQC Dte., DIT, MCIT, Govt. of India
Block-DN, Sector-V,
Salt Lake, Kolkata
West Bengal - 700 091
India

Subject: Authorization for attending bid opening on _____ (date) in the Tender No._____ for _____.

Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder's name) in order of preference given below.

Order of Preference	Name	Specimen Signatures
1.		
2.		

Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.

Note:
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are opened will be refused in case authorization as prescribed above is not produced.

Annexure-VI

(Use Firm's own Letterhead)

Declaration for Receiving Payment through Electronic Fund Transfer in Bank Account

We do hereby declare and confirm that the following Account is maintained by the Bank mentioned in detail below and payment as may become due to us against our selection and successful / accepted deliveries of goods and/or services to you, may be remitted to the said account by Electronic Fund Transfer by you through your Bank. We further confirm that any instance of payment remitted by your bank on your behalf to our account shall be deemed a receipt of payment by us for the amount remitted.

We also declare that we shall be bound to make refund of any amount, which may be remitted by you in the aforesaid manner and subsequently found as an excess / not due / unclaimed payment.

Account Holder's Name & Address

Account Name

Account No.

Type of Account
(enclose a readable cancelled cheque leaf copy)

Bank Name

Bank Branch with Address (& Code)

Bank IFS Code (For NEFT)

(For RTGS)

Bank SWIFT Code

Bank MICR Code

Signature of the Authorized Person of the Firm/Company

[Please note that if cancelled cheque leaf copy is not available, this form must be countersigned by the concerned Bank officials with proper seal]

Certified that the above information is true and correct and verified from our records. This Bank has the facility to accept remittances through electronic fund transfer method to the above account and has no objection to process such transactions on behalf of the said Account holder.

Signature of the Bank Officials with seal

Annexure – I

Scope of Works for Annual Maintenance of 11kV Switch Gear, HT Transformers, Lt Panel & Auto p.f. correction Banks

ITEMS DESCRIPTION:

a. 11kV Switch Gear including panels and Vacuum Circuit Breakers, One incoming and two outgoings, Make : Kirloskar.
b. 750 kVA,11Kv/440Volts Power Transformers, Make : GEC. : 02 Nos.
c. LT Panels -02 Nos.
    i) MV Panel : Feeding from two above mentioned Transformers' secondary side, with Bus coupling arrangement and outgoing Mains for different feeding points.
    ii) Essential Panel : Connected with output of Auto-Mains Failure Panel of Diesel Generator Set along with outgoing Mains for different feeding points.
d. Auto power factor correction (pf) Banks – 02 Nos.
e. Earth Pits : 08 Nos.
    i) for LT Panels : 02 Nos.
    ii) for HT Panels : 02 Nos.
    iii) for Power Transformers : 02 Nos each X 2 = 04 Nos.
f. Feeder Cables/Busbars with Busducts :
    i) between HT Switch Gear to Power Transformers – 02 Nos.
    ii) between LT Panel to Auto pf correction Panels : 02 Nos.
    iii) between Power Transformers to LT Panels : 02 Nos.

(All switches /MCCBs etc. installed on LT Panels as well as on the Auto pf correction Panels are of L & T make.

10/4/12

Scope of Works

Quarterly :

i) Maintenance and verification of contacts, Bus, Insulators,functions of safety devices and controls in HT Panel comprising of 11kV VCB etc.
ii) Maintenance and verification of LT Panels, proper functioning of auto pf correction Panels etc.
iii) Maintenance and verification of Feeder cables connected between HT Switchgear and Power Transformers and LT Panel to auto pf correction Panels.
iv) Maintenance and verification of the Power Transformers including filling of Transformer Oil, drying/replacement of the silica gel, checking of the maximum temperature with maximum load etc.
v) Maintenance and verification of the Earth Pits and taking corrective action as and when required.

Half Yearly :

i) Measurement of Insulation resistance for both HT and LT Panels, cables and Busbars.
ii) Earth continuity test of all the panels which are placed for AMC.
iii) Measurement of Neutral to Earth Voltage of the secondary side of the Transformers and taking corrective action.
iv) Overhauling, servicing, cleaning, demoisturing of Cubicle of HT Panel, cleaning of bus bar chamber, of insulator, bushing spout, separator, current transformers, checking tightness of connection, interconnection, replacement of damage insulation, brass nut, bolt, connector, gasket etc. as required.

10/4/12

v) Draw out of HT VCB 11 Kv grade, 400A from the housing, overhauling, servicing, lubrication of moving parts, switching tripping mechanism with automatic shuttering system, necessary brazing, turnig, polishing of main and auxiliary contact, demoisturing of insulator to improve IR value, refitting the same and put it into service condition etc. as required.

Yearly :

i) Overhauling and cleaning of bus bars and Oil Circuit Breakers.
ii) De-hydration of Transformers.
iii) Testing of tripping performance of HT OCB/VCB by primary & secondary high current injection, testing of CT ratio and polarity, Spot calibration of Amp. Meter, insulation resistance by high voltage megger, earth continuity, electrical interlock with transformers safety equipment, etc. with necessary adjustment etc. as required.
iv) Calibration, performance testing and necessary adjustment of over current/earth fault/earth leakage/ IDMT relay by secondary current injection test including testing of pickup current, time setting multiplier, current setting multiplier, delay time, auto resetting time, etc., for successful operation at the time of fault occurrence etc. as required.

Breakdown Service :
To attain any number of breakdown calls within 6 hours as and when required.

However, the scope covers as follows :

i) Maintenance service for 11kV Switchgears(VCBs and Panels) are only on labour and without supply of materials.

10/4/12

ii) Maintenance service for Power Transformers includes labour as well as supply of materials like insulators, replacement of Silica gel, nuts/bolts, insulating tape etc. and without the supply of Transformer Oil.

iii) Maintenance service for LT Panels and Capacitor Bank Panels includes all necessary minor materials like cable gland, insulating tape etc and without the supply of Main Switches, Circuit Breakers and Capacitor Banks.

iv) Maintenance service for Cables covers maintenance/checking/ replacement of cables if required but without the supply of materials.

v) The Vendor may visit the site before quote.

vi) The Vendor shall have to start execution of contract within 7 days from the date of Work Order received.

vii) The validity of Offer must be of 03 months from closing date of Tender.

viii) The Vendor shall have to handover the whole system in good condition to the Authority on expiry of contract.